



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Eshenaurs Fuels, Inc.

File: B-229531

Date: March 2, 1988

DIGEST

Protest that the contracting agency improperly disallowed correction after bid opening of an alleged mistake in a firm's bid which would displace other lower bidders is sustained where examination of the invitation and the bid itself substantially reveals that a mistake had been made, how it was made, and what the bidder intended to bid, and where the bid could be readily corrected by applying standard mathematical calculation.

DECISION

Eshenaurs Fuels, Inc. protests the award of a contract to H&R Mechanical, Inc. under invitation for bids (IFB) No. DAAC69-87-B-0111, issued by the Department of the Army for replacing an air conditioning system at New Cumberland Army Depot, Pennsylvania. Eshenaurs contends that the Army improperly disallowed correction of an apparent mistake in its bid after bid opening.

We sustain the protest.

The Army issued the solicitation as a 100 percent small business set-aside on July 29, 1987, seeking bids for the replacement of the air conditioning system in Building 54-5 at the Depot with a bid opening date later amended to September 14, 1987. Award was to be made to the one bidder having the lowest total aggregate bid for the item or items awarded.

The bidding schedule contained Base Bid #1 and Base Bid #2 and three additive alternates which were to include the necessary labor, material and/or equipment to perform the "complete" work as specifically outlined by item number. Base Bid #3, item 0003, was described as follows:

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"Base Bid #3 The item shall include the additional cost for labor to perform all the work specified above in Base Bid #1 and #2 and additive alternatives #1, 2, and 3 during the nights, Saturdays and Sundays, complete

Base Bid #1	LABOR	\$ _____
Base Bid #2	LABOR	\$ _____
ADDITIVE ALTERNATE #1	LABOR	\$ _____
ADDITIVE ALTERNATE #2	LABOR	\$ _____
ADDITIVE ALTERNATE #3	LABOR	\$ _____"

On September 14, 1987, the following prices along with the government estimate were recorded on the abstract:^{1/}

	SPONAUGLE	ESHENAURS	HERRE	H&R	GOVERNMENT
Base					
Bid #1	\$163,230	\$125,281	\$180,000	\$160,940	\$112,414
Base					
Bid #2	11,184	10,968	11,988	5,640	7,200
Additive					
#1	14,880	13,984	15,710	15,600	12,000
Additive					
#2	3,630	3,432	3,856	3,000	1,740
Additive					
#3	4,976	4,704	5,284	6,000	2,000
Base #3					
Bid					
Base #1	\$216,140	\$133,901	\$26,560	\$18,500	\$8,947
Base #2	4,386	15,113	4,145	2,500	720
Additive					
#1	4,634	18,364	4,380	2,500	1,200
Additive					
#2	1,048	4,423	990	1,000	174
Additive					
#3	1,843	6,445	1,740	2,600	200
TOTAL	\$425,951	\$336,615	\$254,653	\$218,280	\$146,595

After bid opening, a representative from Eshenaurs stated that it had misread what was intended to be priced under Base Bid #3 and requested correction of its total price of

^{1/} We note that the bidding schedule did not require that a "TOTAL" figure be provided. Therefore, the "TOTAL" figure as recorded on the bid abstract is the calculation of the agency and not of the individual bidders.

\$336,615 to \$178,247, which would displace two other bidders. Eshenaurs stated that it "assumed the word 'complete' meant [the] total of all work," so that its price for Base Bid #3 was a total of all the work reflected in the previous base bids and additive alternates and also included the additional cost for labor to do the complete project during the nights, Saturdays and Sundays. Eshenaurs' corrected price for Base Bid #3 for additional labor costs could readily be determined by simply subtracting Base Bid #1 and #2 prices from Base Bid #3 prices.

The New Cumberland Army Depot Directorate of Contracting referred the matter to the Depot Chief Counsel who concluded that a clear and convincing mistake had been made and that an administrative determination should be obtained from the Army Materiel Command (AMC). The Depot Director of Contracting thereafter requested an administrative determination of the matter by AMC which disallowed the correction. Award was made to H&R on September 30. After Eshenaurs' unsuccessful protest to the agency of the AMC determination, this protest followed on October 30.

Federal Acquisition Regulation § 14.406-3(a) (FAC 84-5) permits bid correction when it displaces other lower bidders only if the mistake and the bid actually intended can be ascertained substantially from the invitation and bid itself. See Christos Painting and Contracting Corp., B-225647, Mar. 30, 1987, 87-1 CPD ¶ 361. Tektronix Inc., B-219981, Nov. 27, 1985, 85-2 CPD ¶ 611. Extraneous evidence from the bidder may not be used to decide whether to allow correction. Russell Drilling Co., 64 Comp. Gen. 698 (1985), 85-2 CPD ¶ 87.

We think it is obvious from the face of the bid and the IFB that Eshenaurs intended to bid as a total for Base Bid #3 and for the contract as a whole. It is apparent from the face of the bid that Eshenaurs prices for Base Bid #3 included not only the additional labor costs associated with working nights, Saturdays and Sundays, but also the respective prices for each of the two previous Base Bids and three additive alternates. Subtracting the Base Bids and additive alternates from the corresponding line items in Base Bid #3 correctly states the additional labor costs as verified by Eshenaurs and no outside information is required. The additional labor costs thus ascertained are reasonable and consistent with the prices of other bidders and the government estimate.^{2/} Thus, Eshenaurs' intended "TOTAL" bid was

^{2/} While we are unable to explain Sponaugle's bid of \$216,140 for additional work in Base Bid #3, item 1 (except that it committed the same mistake), this does not detract

clear (\$178,247.50) and the bid was readily correctable by simple mathematical calculation. See S.C. Jones Services, Inc., B-226972, June 10, 1987, 87-1 CPD ¶ 583. Given these particular circumstances, we find the Army's determination to disallow correction to be inappropriate.

By separate letter of today to the Secretary of the Army, we are recommending that the contract awarded to H&R be terminated for the convenience of the government and award be made to Eshenaurs as the lowest responsive bidder if otherwise proper.

The protest is sustained.



Acting Comptroller General
of the United States

from the obvious nature of Eshenaurs' mistake or the fact that its intended price was clear from the face of its bid.